

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division

UNITED STATES OF AMERICA,)	CRIMINAL NO. 2:19CR87
)	
v.)	18 U.S.C. § 371
)	Conspiracy to Commit Wire
)	Fraud
MIKEL MANTHEY,)	(Count One)
)	
Defendant.)	18 U.S.C. §§ 981(a)(1)(C) &
)	28 U.S.C. § 2461
)	Criminal Forfeiture

AMENDED CRIMINAL INFORMATION

THE UNITED STATES ATTORNEY CHARGES THAT:

INTRODUCTORY ALLEGATIONS

1. The defendant, MIKEL MANTHEY ("MANTHEY") incorporated "Firm A" on or about January 2012. MANTHEY formed Firm A to be a skydiving and military free-fall services business based out of Suffolk, Virginia.
2. Firm A was an established free-fall services provider for both military and civilian entities, but as of October 2013, Firm A was not an established provider of parachute equipment.
3. Contracting Firm V (Firm V) is located in San Diego, California. Firm V is a veteran owned, professional service firm that provides logistical support services to government agencies including the USN.
4. At all times relevant to the instant criminal information, Conspirator-1 was a Lieutenant in the USN assigned to a Virginia Beach-based naval unit. Conspirator-1 was responsible for procuring goods on behalf of his unit.

5. At all times relevant to the instant criminal information, Conspirator-2 was a Senior Chief Petty Officer in the USN assigned to a Virginia Beach-based naval unit.

6. "Firm G" was a business headquartered in Tucson, Arizona, but incorporated in Virginia in May 2014. Firm G purported to be a professional services firm providing logistical support and goods to the U.S. military. Jane Doe-1 was the CEO of Firm G, and Conspirator-2's girlfriend.

7. Conspirator-2 was the Chief Operating Officer of Firm G until its termination in 2016.

8. Firm R is a business headquartered in Suffolk, Virginia. Firm R provides parachute system maintenance, repair, and other services. Jane Doe-2 was an owner at Firm R.

9. From approximately October 2013 through approximately June 2014, Conspirator-1 directed government procurements of parachute equipment, including numerous MT-2XX parachute systems, to MANTHEY, that were subcontracted through Firm V.

COUNT ONE

1. The allegations contained in the “Introductory Allegations” section of this Criminal Information are re-alleged and incorporated by reference as if fully set forth herein.

THE CONSPIRACY

2. From on or about October 2013, and continuing until on or about June 2014, in the Eastern District of Virginia and elsewhere, MANTHEY, Conspirator-1, and Conspirator-2, knowingly and intentionally combined, conspired, confederated, and agreed together and with each other, to commit an offense against the United States, to wit: wire fraud, to devise and intend to devise any scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises and to transmit, or cause to be transmitted by means of wire, radio, or television communication in interstate and foreign commerce, any writings, signs, signals and sounds, for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

THE PURPOSE OF THE CONSPIRACY

3. The purpose of the conspiracy was for MANTHEY, Conspirator-1, and Conspirator-2 to personally profit or otherwise benefit by steering USN procurements to MANTHEY, and by submitting false and fraudulent purchase and delivery documents to Firm V and the USN for the fraudulent purchase of parachute systems and equipment, namely, MT-2XX parachute systems that were paid for by the USN, but never delivered.

WAYS MANNER AND MEANS OF THE CONSPIRACY

The ways, manner and means by which the conspiracy was carried out included, but were not limited to, the following:

4. It was part of the conspiracy that Conspirators-1 and 2 enlisted MANTHEY as someone to whom USN procurements could be steered.

5. It was part of the conspiracy, as MANTHEY knew, that Conspirator-1 in fact would steer business to MANTHEY.

6. Conspirator-1 initiated multiple, large orders of parachute equipment from MANTHEY, on behalf of his USN command. Conspirators 1 and 2 understood that only minor portions of these orders were in fact needed by Conspirator-1's command.

7. It was part of the conspiracy for MANTHEY to generate fraudulent delivery documentation for Conspirator-1's signature indicating that MANTHEY had caused the delivery of the ordered products when he had not. These fraudulent delivery confirmations provided the supposed proof of delivery that enabled Firm V to pay MANTHEY, even when products had not been delivered or ordered.

8. It was part of the conspiracy that MANTHEY, Conspirator-1, and Conspirator-2 would transmit, and cause others to transmit, by means of wire communication in interstate commerce, writings, and signals, specifically, emails, in order to personally profit or otherwise benefit from USN contracts.

OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY

9. On or about October 9, 2013, Conspirator-1 set up a meeting between himself, Conspirator-2, MANTHEY, and two sales representatives from Firm V over email.

10. On or about October 16, 2013, all recipients of Conspirator-1's email attended the planned meeting at Conspirator-1's USN command building.

11. At the October 16, 2013 meeting, Conspirator-2 came prepared with a deliberately inflated list of items to be purchased by his USN command's "air operations"

department. The list consisted of parachutes and parachuting equipment, including upwards of 40 “MT-2XX” parachute systems and associated parachute components.

12. Between October 2013, and May 2014, Conspirator-1 directed approximately twenty separate fraudulent procurements to Firm V, which all conspirators knew Firm V would subcontract to MANTHEY.

13. In order to direct procurements to Firm V, between October, 2013 and May, 2014, Conspirator-1 caused the creation of approximately twenty distinct “DD-1155” forms ordering various items from Firm V that were unrelated to parachute equipment. The generation of the DD-1155 form resulted in the USN paying Firm V for the items listed on the form.

14. Once Firm V received a DD-1155 form, Firm V would generate a purchase order directed to MANTHEY for portions of the parachute equipment list discussed on October 16, 2013.

15. Soon after MANTHEY received a purchase order from Firm V, he would obtain a delivery confirmation bearing Conspirator-1’s signature, which falsely certified to the USN and Firm V that MANTHEY had caused the delivery of the parachute equipment to Conspirator-1’s command.

16. Once Firm V received this signed fraudulent delivery confirmation, Firm V would pay MANTHEY.

17. This process took place on multiple occasions between October 2013 and May 2014, and resulted in Conspirator-1 directing approximately fifteen distinct purchase orders to MANTHEY. These purchase orders resulted in MANTHEY sending Conspirator-1 approximately nineteen corresponding delivery confirmations despite the fact that the vast majority of the equipment contained within each purchase order had not been delivered.

18. In particular, MANTHEY received two separate purchase orders for MT-2XX parachute systems and associated components. Despite certifying that MANTHEY had purchased these items, and caused their delivery to the USN, no such parachute systems were in fact ordered or delivered.

19. For example, on or about November 18, 2013, Firm V submitted one such purchase order to MANTHEY.

20. On December 17, 2013, MANTHEY sent an email emanating from Virginia, to a Firm V manager in California stating, "I have been talking directly with [Firm V sales representative] and we are waiting on a few items to arrive so we can deliver. We will have [Firm V sales representative] get the delivery order paperwork signed off by the unit when we deliver." The aforementioned email referenced two open purchase orders, numbered 305291 and 305292. These two purchase orders listed multiple "MT-2XX" military parachute systems and associated components.

21. Later on December 17, 2013, MANTHEY sent another email emanating from Virginia, to a Firm V manager in California stating that MANTHEY had "started receiving equipment on [purchase orders 305291 and 305292] and will be able to deliver in Jan."

22. On January 6, 2014, a manager at Firm V asked MANTHEY for an update on the status of purchase order 305291, specifically. In response, MANTHEY sent an email emanating from Virginia, to the Firm V manager in California stating "[w]e are working on the order as we speak. The larger parachutes do take more time for delivery and manufacturing. The company only makes them as they are ordered...Complete delivery is expected within the next two weeks."

23. MANTHEY prepared a delivery confirmation document for Conspirator-1's signature associated with the aforementioned purchase order and dated the document "January 15, 2014." Conspirator-1 signed the document despite the fact that the parachute items listed in purchase orders 305291 and 305292 had neither been ordered nor delivered.

24. On January 15, 2014, MANTHEY sent the aforementioned signed delivery confirmation via an email emanating from Virginia to Firm V in California. In this email, MANTHEY explained "[h]ere is the last DO. We will have all the equipment delivered on Friday..." The email references "ARNE DO 305291" and represents the sale of 20 "MT-2XX" parachute systems, and associated components.

25. Neither MANTHEY, nor any business on behalf of MANTHEY, delivered any "MT-2XX" parachute systems to the USN in connection with purchase orders 305291 or 305292.

26. MANTHEY nevertheless received a check from Firm V on January 24, 2014 for \$451,263.00 for the aforementioned procurements ostensibly completed through MANTHEY. MANTHEY deposited this check into his Farmers Bank account on the same day.

27. On or about February 17, 2014, MANTHEY generated an invoice directed at Firm R that listed a series of parachute equipment items ostensibly ordered from Firm R. The listed items include an additional 15 MT-2XX parachute systems, and replicate several of the other items (parachute "risers" and "canopies") that were already contained on the delivery confirmation document signed by Conspirator-1 on January 15, 2014.

28. Firm R does not provide the equipment listed on the invoice that MANTHEY generated. A company known as "Airborne Systems North America" is the *only* provider or manufacturer of the MT-2XX parachute system.

29. Airborne Systems North America has no record of any purchase whatsoever made by MANTHEY of MT-2XX parachute systems. Airborne Systems North America only provides the MT-2XX system to the USN, and U.S. Air Force, and only does so through *direct* business with those departments.

30. On or about February 20, 2014, MANTHEY provided a check to Jane Doe-2 for \$290,500.00 payable to Firm R.

31. On March 1, 2014, Jane Doe-2 transferred \$288,000.00-worth of the aforementioned funds to Conspirator-2's business: "5th Column Solutions."

32. On June 4, 2014, MANTHEY received another Firm V check for \$305,980.00, ostensibly in payment for another procurement of parachute equipment, which MANTHEY deposited into his Farmer's Bank account.

33. On June 20, 2014, MANTHEY wrote a check to Firm G for \$300,000.00.

34. Firm G accepted the check into its Wells Fargo business bank account in Arizona.

35. Firm G has never provided any parachute equipment to any entity. Jane Doe-1 conveyed to law enforcement in an interview that she never agreed to do business of any sort with MANTHEY.

36. In total, MANTHEY received seven checks from Firm V between November 2013 and June 2014, each of which he deposited into his Firm A business bank accounts.

37. In total, the USN paid ARNE, via Firm V, \$1,434,701.50 despite receiving only a fraction of the goods ever presumably ordered by Conspirator-1, and none of the MT-2XX parachute systems that MANTHEY was to provide.

(In violation of Title 18, United States Code, Section 371).

FORFEITURE

1. The defendant, if convicted of the violations alleged in Count One of this Criminal Information, shall forfeit to the United States, as part of the sentencing pursuant to Federal Rule of Criminal Procedure 32.2, any property, real or personal, which constitutes or is derived from proceeds traceable to the violation.

2. If any property that is subject to forfeiture above, as a result of any act or omission of the defendant, (a) cannot be located upon the exercise of due diligence, (b) has been transferred to, sold to, or deposited with a third party, (c) has been placed beyond the jurisdiction of the Court, (d) has been substantially diminished in value, or (e) has been commingled with other property that cannot be divided without difficulty, it is the intention of the United States to seek forfeiture of any other property of the defendant, as subject to forfeiture under Title 21, United States Code, Section 853(p).

3. The assets subject to forfeiture include, but are not limited to:

- a. A sum of money in the amount of not less than \$1,284,701.50, representing the proceeds of Count One obtained by MANTHEY.

(In accordance with 18 U.S.C. §§ 981(a)(1)(C), 982(a)(1), 982(a)(2)(A); 28 U.S.C. § 2461(c).)

Respectfully submitted,

G. ZACHARY TERWILLIGER
United States Attorney

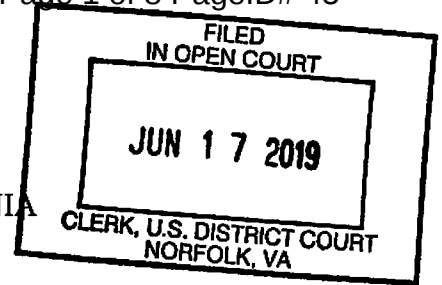
By: _____

(b) (6)

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(b) (6)

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division



UNITED STATES OF AMERICA,

v.

MIKEL MANTHEY, Jr.

Defendant.

CRIMINAL NO. 2:19CR87

STATEMENT OF FACTS

The parties stipulate that the allegation in the sole count of the Amended Criminal Information and the following facts are true and correct, and that had the matter gone to trial the United States would have proven them beyond a reasonable doubt:

1. The defendant, MIKEL MANTHEY ("MANTHEY") incorporated "Firm A" on or about January 2012. MANTHEY formed Firm A to be a skydiving and military free-fall services business based out of Suffolk, Virginia.

2. Firm A was an established free-fall services provider for both military and civilian entities. Firm A had parachute equipment purchase ability as well by virtue of its connection to another company, but had not established itself as a business capable of fulfilling large orders of government goods as of October 2013.

3. Contracting Firm V ("Firm V") is located in San Diego, California. Firm V is a veteran owned, professional service firm that provides logistical support services to government agencies including the USN.

4. At all times relevant to the instant amended criminal information, Conspirator-1 was a Lieutenant in the USN assigned to a Virginia Beach-based naval unit. Conspirator-1 was responsible for procuring goods on behalf of his unit.

5. At all times relevant to the instant amended criminal information, Conspirator-2 was a Senior Chief Petty Officer in the USN assigned to a Virginia Beach-based naval unit.

6. "Firm G" was a business headquartered in Tucson, Arizona, but incorporated in Virginia in May 2014. Firm G purported to be a professional services firm providing logistical support and goods to the U.S. military. Jane Doe-1 was the CEO of Firm G, and Conspirator-2's girlfriend.

7. Conspirator-2 was the Chief Operating Officer of Firm G until its termination in 2016.

8. "Firm R" is a business headquartered in Suffolk, Virginia. Firm R provides parachute system maintenance, repair, and other services. Jane Doe-2 was an owner of Firm R.

9. Conspirators-1 and 2 enlisted MANTHEY as someone to whom USN procurements could be steered. MANTHEY knew that Conspirator-1 would ensure his unit would direct procurement subcontracts to MANTHEY.

10. Conspirator-1 initiated multiple, large orders of parachute equipment from MANTHEY, on behalf of his USN command. Conspirators 1 and 2 understood that only minor portions of these orders were in fact needed by Conspirator-1's command.

11. Soon after MANTHEY began receiving orders from Conspirator-1, through Firm V, he learned that instead of causing the delivery of ordered goods to the USN, he would merely be asked to have Conspirator-1 sign delivery confirmations suggesting that Firm A had caused a delivery when in fact it had not.

12. While MANTHEY provided a portion of the ordered equipment, by subcontracting to other entities, the majority of the orders went undelivered, specifically orders of the "MT-2XX" parachute system and associated components. Nevertheless, the USN would pay Firm V for the entire order upon receipt of a delivery confirmation form signed by Conspirator-1.

13. These fraudulent delivery confirmations provided the "proof of delivery" that enabled Firm V to pay MANTHEY. The difference between what MANTHEY caused to be delivered and what he did not become a personal windfall for the conspiracy's participants.

14. On or about October 9, 2013, Conspirator-1 set up a meeting over e-mail between himself, Conspirator-2, MANTHEY, and two sales representatives from Firm V. On or about October 16, 2013, all recipients of Conspirator-1's email attended a meeting at Conspirator-1's USN command building.

15. Unbeknownst to MANTHEY, at the October 16, 2013 meeting, Conspirator-2 came prepared with a deliberately inflated list of items to be purchased by his USN command's "air operations" department. The list consisted of parachutes and parachuting equipment including numerous "MT-2XX" parachute systems.

16. "Airborne Systems North America" was the sole manufacturer of the MT-2XX parachute system between 2013 and 2017. Airborne Systems provided the MT-2XX directly to the military as the "sole source provider" of the MT-2XX. Airborne Systems had two customers for the MT-2XX between 2013 and 2017, the USN, and the United States Air Force, directly. Accordingly, Airborne Systems has no record of MANTHEY ordering any MT-2XX parachute systems.

17. Between October 2013 and May 2014, Conspirator-1 directed approximately 20 separate fraudulent procurements to Firm V. All conspirators knew Firm V would then subcontract these procurements to MANTHEY.

18. In order to direct procurements to Firm V, Conspirator-1 caused the creation of approximately 20 distinct "DD-1155" forms ordering various items from Firm V that were unrelated to parachute equipment. The generation of the DD-1155 form resulted in the USN paying Firm V for the items listed on the form.

19. Once Firm V received a DD-1155 form, Firm V would generate a purchase order directed to MANTHEY for portions of the parachute equipment list discussed on October 16, 2013.

20. Soon after MANTHEY received a purchase order from Firm V, he would obtain a delivery confirmation bearing Conspirator-1's signature, which certified to Firm V that MANTHEY had caused the delivery of the parachute equipment to Conspirator-1's command.

21. Once Firm V received this signed fraudulent delivery confirmation, Firm V would pay MANTHEY.

22. This process took place on multiple occasions between October 2013 and May 2014 and resulted in Conspirator-1 directing approximately 15 distinct purchase orders to MANTHEY. These purchase orders resulted in MANTHEY sending Conspirator-1 approximately 19 corresponding delivery confirmations despite the fact that the vast majority of the equipment contained within each purchase order had not been delivered (and none of the MT-2XX parachute systems).

23. For example, on or about November 18, 2013, Firm V submitted a purchase order to MANTHEY for various parachute related items.

24. On December 17, 2013, MANTHEY sent an email emanating from Virginia, to a Firm V manager in California stating, "I have been talking directly with [Firm V sales representative] and we are waiting on a few items to arrive so we can deliver. We will have [Firm V sales representative] get the delivery order paperwork signed off by the unit when we deliver." The aforementioned email referenced two open purchase orders, numbered 305291 and 305292. These two purchase orders listed multiple "MT-2XX" military parachute systems.

25. Later on December 17, 2013, MANTHEY sent another email emanating from Virginia, to a Firm V manager in California stating that ARNE had "started receiving equipment on [purchase orders 305291 and 305292] and will be able to deliver in Jan."

26. On January 6, 2014, a manager at Firm V asked MANTHEY for an update on the status of purchase order 305291. In response, MANTHEY sent an email emanating from Virginia, to the Firm V manager in California stating "[w]e are working on the order as we speak. The larger parachutes do take more time for delivery and manufacturing. The company only makes them as they are ordered...Complete delivery is expected within the next two weeks."

27. MANTHEY generated a delivery confirmation document associated with the aforementioned purchase order and dated the document "January 15, 2014." Conspirator-1 signed the document despite the fact that the parachute items listed in purchase orders 305291 and 305292 had neither been ordered nor delivered.

28. On January 15, 2014, MANTHEY sent the aforementioned signed delivery confirmation via an email emanating from Virginia to Firm V in California. In this email, MANTHEY explained "[h]ere is the last [delivery order]. We will have all the equipment

delivered on Friday...” The email references “ARNE DO 305291” and represents the sale of 20 “MT-2XX” parachute systems, and associated components.

29. Neither MANTHEY, nor any business on behalf of MANTHEY, delivered any “MT-2XX” parachute systems to the USN in connection with purchase orders 305291 or 305292.

30. MANTHEY nevertheless received a check from Firm V on January 24, 2014 for \$451,263.00 for the aforementioned procurements ostensibly completed through MANTHEY. MANTHEY deposited this check into his Farmers Bank account on the same day.

31. On or about February 17, 2014, MANTHEY generated an invoice directed at Firm R that listed a series of parachute equipment items ostensibly ordered from Firm R. The listed items include an additional 15 MT-2XX parachute systems, and replicate several of the other items (parachute “risers” and “canopies”) that were already contained on the delivery invoice signed by Conspirator-1 a month prior.

32. Firm R does not provide the equipment listed on the invoice that MANTHEY generated, as Airborne Systems is the *only* provider or manufacturer of the MT-2XX parachute system.

33. Jane Doe-2 discussed the matter with law enforcement and explained that she never saw the invoice generated by MANTHEY, and never agreed to do business with MANTHEY regarding the procurement of goods.

34. On or about February 20, 2014, MANTHEY provided a check to Jane Doe-2 for \$290,500.00 payable to Firm R.

35. Bank records substantiate that on March 1, 2014, Jane Doe-2 transferred \$288,000.00-worth of the aforementioned funds to Conspirator-2's business: "5th Column Solutions."

36. On June 4, 2014, MANTHEY received another Firm V check for \$305,980.00, ostensibly in payment for another procurement of parachute equipment, including MT-2XX systems, which MANTHEY deposited into his Farmer's Bank account. MANTHEY accepted this check from Firm V after conveying to Firm V that he had caused the delivery of another shipment of parachuting equipment.

37. On June 20, 2014, MANTHEY wrote a check to Firm G for \$300,000.00.

38. Firm G accepted the check into its Wells Fargo business bank account in Arizona.

39. Firm G has never provided any parachute equipment to any entity. Jane Doe-1 conveyed to law enforcement in an interview that she never agreed to do business of any sort with MANTHEY.

40. Firm G bank records substantiate that shortly after receiving MANTHEY's check; Firm G paid \$366,000.00 to another entity owned by Conspirator-2.

41. In total, MANTHEY received seven checks from Firm V between November 2013 and June 2014, each of which he deposited into his ARNE business bank accounts.

42. In total, the USN paid MANTHEY, via Firm V, \$1,434,701.50 despite receiving only a fraction of the goods presumably ordered by Conspirator-1 from MANTHEY. Money paid to Firm G and Firm R, ostensibly for parachute equipment, was never used for that purpose.

43. Between on or about October 2013 through on or about June 2014, in the Eastern District of Virginia and elsewhere, MANTHEY, Conspirator-1, and Conspirator-2 knowingly and willfully conspired and agreed together that they would personally profit or otherwise

benefit by steering USN procurements to MANTHEY, and by submitting false and fraudulent purchase and delivery documents, and other communications, by wire, to Firm V and the USN for the fraudulent purchase of parachute systems and equipment that were paid for but never delivered.

Respectfully submitted,

G. ZACHARY TERWILLIGER
United States Attorney

By:

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(b) (6)

After consulting with my attorney, I hereby stipulate that the above statement of facts is true and accurate, and that had the matter gone to trial, United States would have proved the same beyond a reasonable doubt.

(b) (6)

MIKEL MANTHEY
Defendant

I am the attorney for MIKEL MANTHEY. I have carefully reviewed the above statement of facts with the defendant. To my knowledge, the defendant's decision to stipulate to stipulate to these facts is informed and voluntary on

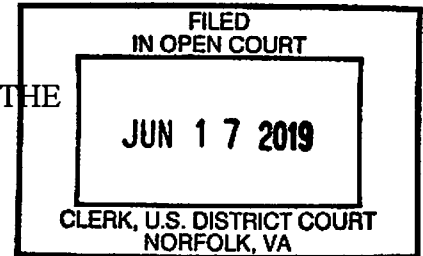
(b) (6)

Counsel for Defendant

(b) (6)

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Norfolk Division



UNITED STATES OF AMERICA

v.

MIKEL MANTHEY, Jr.

Defendant.

CRIMINAL NO. 2:19CR87

PLEA AGREEMENT

G. Zachary Terwilliger, United States Attorney for the Eastern District of Virginia; (b) (6)

Special Assistant United States Attorney; the defendant, Mikel Manthey; and the defendant's counsel have entered into an agreement pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure. The terms of the agreement are as follows:

1. Offense and Maximum Penalties

The defendant agrees to waive indictment and plead guilty to a single count criminal information charging the defendant with Conspiracy to Commit an Offense against the United States, in violation of Title 18, United States Code, Section 371. The maximum penalties for this offense are a maximum term of five (5) years of imprisonment, a fine of \$250,000, full restitution, forfeiture of assets as outlined below, special assessment pursuant to 18 U.S.C. § 3013, and a maximum supervised release term of three (3) years. The defendant understands that this supervised release term is in addition to any prison term the defendant may receive, and that a violation of a term of supervised release could result in the defendant being returned to prison for the full term of supervised release.

2. Factual Basis for the Plea

(b) (6)

The defendant will plead guilty because the defendant is in fact guilty of the charged offense. The defendant admits the facts set forth in the statement of facts filed with this plea agreement and agrees that those facts establish guilt of the offense charged beyond a reasonable doubt. The statement of facts, which is hereby incorporated into this plea agreement, constitutes a stipulation of facts for purposes of Section 1B1.2(c) of the Sentencing Guidelines.

3. Assistance and Advice of Counsel

The defendant is satisfied that the defendant's attorney has rendered effective assistance. The defendant understands that by entering into this agreement, defendant surrenders certain rights as provided in this agreement. The defendant understands that the rights of criminal defendants include the following:

- a. the right to plead not guilty and to persist in that plea;
- b. the right to a jury trial;
- c. the right to be represented by counsel – and if necessary have the court appoint counsel – at trial and at every other stage of the proceedings; and
- d. the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

4. Role of the Court and the Probation Office

The defendant understands that the Court has jurisdiction and authority to impose any sentence within the statutory maximum described above but that the Court will determine the defendant's actual sentence in accordance with 18 U.S.C. § 3553(a). The defendant understands that the Court has not yet determined a sentence and that any estimate of the advisory sentencing range under the U.S. Sentencing Commission's Sentencing Guidelines Manual the defendant

may have received from the defendant's counsel, the United States, or the Probation Office, is a prediction, not a promise, and is not binding on the United States, the Probation Office, or the Court. Additionally, pursuant to the Supreme Court's decision in *United States v. Booker*, 543 U.S. 220 (2005), the Court, after considering the factors set forth in 18 U.S.C. § 3553(a), may impose a sentence above or below the advisory sentencing range, subject only to review by higher courts for reasonableness. The United States makes no promise or representation concerning what sentence the defendant will receive, and the defendant cannot withdraw a guilty plea based upon the actual sentence.

Further, in accordance with Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the United States agrees not to recommend a sentence including a period of incarceration in excess of 18 months. The United States and the defendant have not agreed on any further sentencing issues, whether related to the Sentencing Guidelines or otherwise, other than those listed above or elsewhere in this plea agreement. Any stipulation on a Guideline provision does not limit the parties' arguments as to 18 U.S.C. § 3553(a).

The United States and the defendant agree that the defendant has assisted the government in the investigation and prosecution of the defendant's own misconduct by timely notifying authorities of the defendant's intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the Court to allocate their resources efficiently. If the defendant qualifies for a two-level decrease in offense level pursuant to U.S.S.G. § 3E1.1(a) and the offense level prior to the operation of that section is a level 16 or greater, the government agrees to file, pursuant to U.S.S.G. § 3E1.1(b), a motion prior to, or at the time of, sentencing for an additional one-level decrease in the defendant's offense level.

5. Waiver of Appeal, FOIA and Privacy Act Rights

The defendant also understands that 18 U.S.C. § 3742 affords a defendant the right to appeal the sentence imposed. Nonetheless, the defendant knowingly waives the right to appeal the conviction and any sentence within the statutory maximum described above (or the manner in which that sentence was determined) on the grounds set forth in 18 U.S.C. § 3742 or on any ground whatsoever other than an ineffective assistance of counsel claim that is cognizable on direct appeal, in exchange for the concessions made by the United States in this plea agreement. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b). The defendant also hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552a.

6. Special Assessment

Before sentencing in this case, the defendant agrees to pay a mandatory special assessment of \$100 per count of conviction.

7. Payment of Monetary Penalties

The defendant understands and agrees that, pursuant to 18 U.S.C. § 3613, whatever monetary penalties are imposed by the Court will be due immediately and subject to immediate enforcement by the United States as provided for in Section 3613. Furthermore, within 14 days of a request, the defendant agrees to provide all of the defendant's financial information to the United States and the Probation Office and, if requested, to participate in a pre-sentencing debtor's examination and/or complete a financial statement under penalty of perjury. If the

Court imposes a schedule of payments, the defendant understands that the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment. Until restitution is paid in full, the defendant will be referred to the Treasury Offset Program so that any federal payment or transfer of returned property to the defendant will be offset and applied to pay the defendant's unpaid restitution. If the defendant is incarcerated, the defendant agrees to voluntarily participate in the Bureau of Prisons' Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments.

8. Restitution

Defendant agrees that restitution is mandatory pursuant to 18 U.S.C. § 3663A. Defendant agrees to the entry of a Restitution Order for the full amount of the victims' losses. Pursuant to 18 U.S.C. § 3663A(c)(2), the defendant agrees that an offense listed in § 3663A(c)(1) gave rise to this plea agreement and as such, victims of the conduct described in the charging instrument, statement of facts or any related or similar conduct shall be entitled to restitution.

The parties acknowledge that determination of the identities, addresses and loss amounts for all victims in this matter is a complicated and time-consuming process. To that end, defendant agrees, pursuant to 18 U.S.C. § 3664(d)(5), that the court may defer the imposition of restitution until after the sentencing; however, defendant specifically waives the 90 day provision found at 18 U.S.C. § 3664(d)(5) and consents to the entry of any orders pertaining to restitution after sentencing without limitation.

9. Immunity from Further Prosecution in this District

The United States will not further criminally prosecute the defendant in the Eastern District of Virginia for the specific conduct described in the information or statement of facts. This plea agreement and statement of facts does not confer on the defendant any immunity from prosecution by any state government in the United States.

10. Defendant's Cooperation

The defendant agrees to cooperate fully and truthfully with the United States, and provide all information known to the defendant regarding any criminal activity as requested by the government. In that regard:

- a. The defendant agrees to testify truthfully and completely at any grand juries, trials or other proceedings.
- b. The defendant agrees to be reasonably available for debriefing and pre-trial conferences as the United States may require.
- c. The defendant agrees to provide all documents, records, writings, or materials of any kind in the defendant's possession or under the defendant's care, custody, or control relating directly or indirectly to all areas of inquiry and investigation.
- d. The defendant agrees that, at the request of the United States, the defendant will voluntarily submit to polygraph examinations, and that the United States will choose the polygraph examiner and specify the procedures for the examinations.
- e. The defendant agrees that the Statement of Facts is limited to information to support the plea. The defendant will provide more detailed facts relating to this case during ensuing debriefings.

- f. The defendant is hereby on notice that the defendant may not violate any federal, state, or local criminal law while cooperating with the government, and that the government will, in its discretion, consider any such violation in evaluating whether to file a motion for a downward departure or reduction of sentence.
- g. Nothing in this agreement places any obligation on the government to seek the defendant's cooperation or assistance.

11. Use of Information Provided by the Defendant Under This Agreement

The United States will not use any truthful information provided pursuant to this agreement in any criminal prosecution against the defendant in the Eastern District of Virginia, except in any prosecution for a crime of violence or conspiracy to commit, or aiding and abetting, a crime of violence (as defined in 18 U.S.C. § 16). Pursuant to U.S.S.G. § 1B1.8, no truthful information that the defendant provides under this agreement will be used in determining the applicable guideline range, except as provided in Section 1B1.8(b). Nothing in this plea agreement, however, restricts the Court's or Probation Officer's access to information and records in the possession of the United States. Furthermore, nothing in this agreement prevents the government in any way from prosecuting the defendant should the defendant knowingly provide false, untruthful, or perjurious information or testimony, or from using information provided by the defendant in furtherance of any forfeiture action, whether criminal or civil,

administrative or judicial. The United States will bring this plea agreement and the full extent of the defendant's cooperation to the attention of other prosecuting offices if requested.

12. Prosecution in Other Jurisdictions

The United States Attorney's Office for the Eastern District of Virginia will not contact any other state or federal prosecuting jurisdiction and voluntarily turn over truthful information that the defendant provides under this agreement to aid a prosecution of the defendant in that jurisdiction. Should any other prosecuting jurisdiction attempt to use truthful information the defendant provides pursuant to this agreement against the defendant, the United States Attorney's Office for the Eastern District of Virginia agrees, upon request, to contact that jurisdiction and ask that jurisdiction to abide by the immunity provisions of this plea agreement. The parties understand that the prosecuting jurisdiction retains the discretion over whether to use such information.

13. Defendant Must Provide Full, Complete and Truthful Cooperation

This plea agreement is not conditioned upon charges being brought against any other individual. This plea agreement is not conditioned upon any outcome in any pending investigation. This plea agreement is not conditioned upon any result in any future prosecution which may occur because of the defendant's cooperation. This plea agreement is not conditioned upon any result in any future grand jury presentation or trial involving charges resulting from this investigation. This plea agreement is conditioned upon the defendant providing full, complete and truthful cooperation.

14. Motion for a Downward Departure

The parties agree that the United States reserves the right to seek any departure from the applicable sentencing guidelines, pursuant to Section 5K1.1 of the Sentencing Guidelines and

Policy Statements, or any reduction of sentence pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure, if, in its sole discretion, the United States determines that such a departure or reduction of sentence is appropriate. In addition, the defendant understands that the Court—not the United States—will decide what, if any, reduction in sentence is appropriate.

15. Forfeiture Agreement

The defendant understands that the forfeiture of assets is part of the sentence that must be imposed in this case. The defendant agrees to forfeit all interests in any conspiracy-related asset that the defendant owns or over which the defendant exercises control, directly or indirectly, as well as any property that is traceable to, derived from, fungible with, or a substitute for property that constitutes the proceeds of his offense, or facilitating property or property involved in the offense. The defendant understands that if proceeds of the offense(s) are not available to the United States to be forfeited, the Court must enter a forfeiture money judgment in the amount of the proceeds. *United States v. Blackman*, 746 F.3d 137 (4th Cir. 2014).

The defendant further agrees to waive all interest in the asset(s) in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal. The defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant admits and agrees that the conduct described in the charging instrument and Statement of Facts provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government.

16. Waiver of Further Review of Forfeiture

The defendant further agrees to waive all constitutional and statutory challenges to forfeiture in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The defendant also waives any failure by the Court to advise the defendant of any applicable forfeiture at the time the guilty plea is accepted as required by Rule 11(b)(1)(J). The defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States, and to testify truthfully in any judicial forfeiture proceeding. The defendant understands and agrees that all property covered by this agreement is subject to forfeiture as proceeds of illegal conduct or substitute assets for property otherwise subject to forfeiture.

17. The Defendant's Obligations Regarding Assets Subject to Forfeiture

Upon request by the government, the defendant agrees to identify all assets in which the defendant had any interest or over which the defendant exercises or exercised control, directly or indirectly, within the past five (5) years. The defendant agrees to take all steps as requested by the United States to obtain from any other parties by any lawful means any records of assets owned at any time by the defendant. The defendant agrees to undergo any polygraph examination the United States may choose to administer concerning such assets and to provide and/or consent to the release of the defendant's tax returns for the previous five years.

18. Breach of the Plea Agreement and Remedies

This agreement is effective when signed by the defendant, the defendant's attorney, and an attorney for the United States. The defendant agrees to entry of this plea agreement at the date and time scheduled with the Court by the United States (in consultation with the defendant's

attorney). If the defendant withdraws from this agreement, or commits or attempts to commit any additional federal, state or local crimes, or intentionally gives materially false, incomplete, or misleading testimony or information, or otherwise violates any provision of this agreement, then:

- a. The United States will be released from its obligations under this agreement, including any obligation to seek a downward departure or a reduction in sentence. The defendant, however, may not withdraw the guilty plea entered pursuant to this agreement;
- b. The defendant will be subject to prosecution for any federal criminal violation, including, but not limited to, perjury and obstruction of justice, that is not time-barred by the applicable statute of limitations on the date this agreement is signed. Notwithstanding the subsequent expiration of the statute of limitations, in any such prosecution, the defendant agrees to waive any statute-of-limitations defense; and
- c. Any prosecution, including the prosecution that is the subject of this agreement, may be premised upon any information provided, or statements made, by the defendant, and all such information, statements, and leads derived therefrom may be used against the defendant. The defendant waives any right to claim that statements made before or after the date of this agreement, including the statement of facts accompanying this agreement or adopted by the defendant and any other statements made pursuant to this or any other agreement with the United States, should be excluded or suppressed under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f),

the Sentencing Guidelines or any other provision of the Constitution or federal law.

Any alleged breach of this agreement by either party shall be determined by the Court in an appropriate proceeding at which the defendant's disclosures and documentary evidence shall be admissible and at which the moving party shall be required to establish a breach of the plea agreement by a preponderance of the evidence. The proceeding established by this paragraph does not apply, however, to the decision of the United States whether to file a motion based on "substantial assistance" as that phrase is used in Rule 35(b) of the Federal Rules of Criminal Procedure and Section 5K1.1 of the Sentencing Guidelines and Policy Statements. The defendant agrees that the decision whether to file such a motion rests in the sole discretion of the United States.

19. Nature of the Agreement and Modifications

This written agreement constitutes the complete plea agreement between the United States, the defendant, and the defendant's counsel. The defendant and the defendant's attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in writing in this plea agreement, to cause the defendant to plead guilty. Any modification of this plea agreement shall be valid only as set forth in writing in a supplemental or revised plea agreement signed by all parties.

G. Zachary Terwilliger
United States Attorney

By

(b) (6)

Special Assistant United States Attorney

Defendant's Signature: I hereby agree that I have consulted with my attorney and fully understand all rights with respect to the pending criminal information. Further, I fully understand all rights with respect to Title 18, United States Code, Section 3553 and the provisions of the Sentencing Guidelines Manual that may apply in my case. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this agreement and voluntarily agree to it.

Date: 6-17-19

(b) (6)
Defendant

Defense Counsel Signature: I am counsel for the defendant in this case. I have fully explained to the defendant the defendant's rights with respect to the pending information. Further, I have reviewed Title 18, United States Code, Section 3553 and the Sentencing Guidelines Manual, and I have fully explained to the defendant the provisions that may apply in this case. I have carefully reviewed every part of this plea agreement with the defendant. To my knowledge, the defendant's decision to enter into this agreement is an informed and voluntary one.

Date: 6-17-19

(b) (6)
Counsel for the Defendant

(b) (6)

U. S. DEPARTMENT OF JUSTICE
Statement of Special Assessment Account

This statement reflects your special assessment only. There may be other penalties imposed at sentencing.

ACCOUNT INFORMATION	
CRIM. ACTION NO.:	2:19cr
DEFENDANT'S NAME:	Mikel Manthey
PAY THIS AMOUNT:	

INSTRUCTIONS:

1. **MAKE CHECK OR MONEY ORDER PAYABLE TO:**
CLERK, U.S. DISTRICT COURT
2. **PAYMENT MUST REACH THE CLERK'S OFFICE BEFORE YOUR SENTENCING DATE**
3. **PAYMENT SHOULD BE SENT TO:**

	In person (9 AM to 4 PM)	By mail:
Alexandria cases:	Clerk, U.S. District Court 401 Courthouse Square Alexandria, VA 22314	
Richmond cases:	Clerk, U.S. District Court 701 East Broad Street, Suite 3000 Richmond, VA 23219	
Newport News cases:	Clerk, U.S. District Court 2400 West Ave, Ste 100 Newport News, VA 23607	
Norfolk cases:	Clerk, U.S. District Court 600 Granby Street Norfolk, VA 23510	

4. **INCLUDE DEFENDANT'S NAME ON CHECK OR MONEY ORDER**
5. **ENCLOSE THIS COUPON TO ENSURE PROPER and PROMPT APPLICATION OF PAYMENT**

(b) (6)

Subj: Case No. 2002-12201 — Manthey, Mikel Lee Jr.

On 2/13/2020, the SDO approved this Suspension after reviewing the following documents in the Administrative Record:

<u>Tab</u>	<u>Document Name</u>	<u>Date</u>
1.	Plea Agreement	6/17/2019
2.	Statement of Facts	6/17/2019
3.	Amended Criminal Information	6/14/2019



DEPARTMENT OF THE NAVY
OFFICE OF THE GENERAL COUNSEL
720 KENNON STREET SE RM 214
WASHINGTON NAVY YARD DC 20374-5012

FEB 14 2020

VIA FIRST CLASS AND CERTIFIED MAIL -- RETURN RECEIPT REQUESTED

Mikel Manthey, Jr.

(b) (6)

SUBJECT: NOTICE OF SUSPENSION

Dear Mr. Manthey:

The Department of the Navy (DON) has suspended you from Federal government contracting and from directly or indirectly receiving the benefits of Federal assistance programs. This suspension is in accordance with the policies and procedures governing debarment and suspension in Subpart 9.4 of the Federal Acquisition Regulation (FAR), as supplemented by Department of Defense FAR Supplement (DFARS) Subpart 209.4 and Appendix H.¹

INFORMATION IN THE ADMINISTRATIVE RECORD

There is adequate evidence in the Administrative Record (AR)² to establish that:

1. You incorporated Firm A on or about January 2012.³ From approximately October 2013 through June 2014, Firm A received parachute equipment subcontracts from Conspirator-1 through Firm V.⁴
2. On June 14, 2019, an Amended Criminal Information (Information) was filed in the United States District Court for the Eastern District of Virginia charging you with one count of Conspiracy to Commit an Offense against the United States, in violation of 18 U.S.C. § 371.⁵ On June 17, 2019, you entered into a plea agreement in which you agreed to plead guilty to the charge in the Information.⁶
3. In the Statement of Facts accompanying the plea agreement, you admitted that, as owner of Firm A, you sent Conspirator-1 approximately fifteen purchase order delivery confirmations between October 2013 and May 2014. Although you delivered only a fraction of the goods

¹ Copies of these regulations and 2 C.F.R. Part 1125 are available on the following websites, respectively: www.acquisition.gov/far/; www.acq.osd.mil/dpap/dars/; and www.ecfr.gov. If you do not have internet access, hard copies will be provided at your request.

² A copy of the AR will be furnished upon request.

³ Statement of Facts, *U.S. vs. Mikel Manthey*, No. 2:19-cr-00087-RGD-DEM (E.D. Va. June 17, 2019).

⁴ Amended Criminal Information, *U.S. vs. Mikel Manthey*, No. 2:19-cr-00087-RGD-DEM (E.D. Va. June 14, 2019).

⁵ *Id.*

⁶ Plea Agreement, *U.S. vs. Mikel Manthey*, No. 2:19-cr-00087-RGD-DEM (E.D. Va. June 17, 2019).

encompassed by the confirmations, the DON paid you, via Firm V, for the entire amount ordered, \$1,434,701.50.⁷

BASIS FOR SUSPENSION

1. The FAR provides that agencies “shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only.” FAR § 9.402(a).
2. For purposes of suspension and debarment, the definition of a “contractor” includes any individual that “conducts business, or reasonably may be expected to conduct business, with the Government as an agent or representative of another contractor.” FAR § 9.403.
3. Suspension is a serious action imposed pending the completion of investigation or legal proceedings when it has been determined that immediate action is necessary to protect the Government’s interest. FAR § 9.407-1(b)(1). The suspending official may, in the public interest, suspend a contractor upon adequate evidence of any of the causes listed in FAR § 9.407-2, which includes conspiracy to defraud the United States, an offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a Government contractor. FAR § 9.407-2(a)(9). An indictment or information for any of the listed causes “constitutes adequate evidence for suspension.” FAR § 9.407-2(b).

FINDINGS

1. Government Contractor. Given your knowledge and experience as the owner of a company that received Government subcontracts, you can reasonably be expected to seek a position in the future as an agent or representative of a contractor conducting or seeking to conduct business with the Government. On that basis, I find that you meet the FAR § 9.403 definition of a contractor.
2. Adequate Evidence for Suspension. The Information filed on June 14, 2019, provides adequate evidence of a cause for your suspension pursuant to FAR §§ 9.407-2(a)(1)(iii) (commission of a criminal offense in connection with perform in public contract or subcontract) and 2(a)(3) (commission of theft, falsification); your admission of guilt in the June 17, 2019, Plea Agreement corroborates the allegations against you.
3. Immediate Action Necessary. You were part of a criminal conspiracy that targeted the DON and used fraudulent documentation to be paid almost \$1.5M for undelivered goods. This criminal misconduct clearly demonstrates your lack of integrity and business ethics, and thus your lack of present responsibility. Were the Government to contract with you in the future, it could have no confidence that you would not again engage in the same or similar criminal activity. Based on the AR before me, I find that immediate action is necessary to protect the Government’s interests.

⁷ *Id.*

DECISION

You are suspended effective this date. The suspension is temporary pending completion of the Government's legal proceedings.

EFFECT OF THE SUSPENSION

As a result of being suspended, you have been listed in the System for Award Management (SAM) Exclusions, a web-based system operated by the General Services Administration. The SAM contains the names and addresses of all contractors debarred, suspended, proposed for debarment, or declared ineligible for Government contracts by any agency of the Federal Government. You may access the SAM at www.sam.gov.

As provided by FAR § 9.405 and 2 C.F.R. Part 1125, the effects of your listing in the SAM include:

1. Throughout the Executive Branch of the Federal Government, offers will not be solicited from you, contracts will not be awarded to you, task orders will not be issued to you, and your existing contracts will not be renewed or otherwise extended unless the head of the agency or a designee states in writing a compelling reason to do so.
2. You are excluded from conducting business with the Government as an agent or representative of other contractors.
3. No Government contractor may award you a subcontract in excess of \$35,000 unless there is a compelling reason to do so and the contractor first notifies the contracting officer and further complies with the provisions of FAR § 9.405-2(b).
4. You are excluded from participating in Federal nonprocurement transactions as defined in FAR § 9.403. Examples include grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurance, payments for specified use, and donation agreements.
5. You are excluded from acting as an individual surety.

Within thirty calendar days after receipt of this notice, you may submit in person, in writing, or through a representative, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over material facts.⁸ Timely written submissions will be added to the AR.

Any communications regarding this matter should be directed to: (b) (6) Attorney, Acquisition Integrity Office, 720 Kennon St. SE, Bldg. 36, Rm. 214, Washington Navy Yard,

⁸ ARs are subject to release to third parties under the Freedom of Information Act. Materials that you consider to be proprietary, that include attorney-client privileged information, or that would otherwise be exempted from release under the Freedom of Information Act should be appropriately marked. These materials will be protected from release to the extent permitted by law, regulation, and policy.

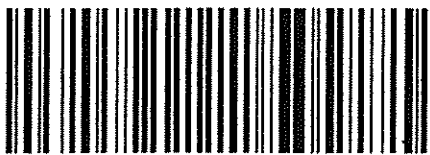
DC 20374-5012; (b) (6) Electronic submission of material by email is encouraged, provided you confirm receipt.

(b) (6)

Suspending and Debarring Official
Assistant General Counsel
(Acquisition Integrity)

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



7018 1130 0000 2982 8727

MIKEL MANTHEY, JR.

(b) (6)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3 (b) (6)
- Print your name and address so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MIKEL MANTHEY, JR.

(b) (6)



2. Article Number (Transfer from service label)

7018 1130 0000 2982 8727

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3
- Print your name and address so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MIKEL MANTHEY, JR.

(b) (6)



2. Article Number (Transfer from service label)

018 1130 0000 2982 8727

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

☐ No

If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery (over \$500)
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



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ARNE Freefall Solutions, LLC

DUNS: 078355285 CAGE Code: 6MRQ1

Status: Active

Expiration Date: 07/07/2020

Purpose of Registration: All Awards

1200 Gene Bolton Dr Hangar 7

Suffolk, VA, 23434-8657

UNITED STATES

Points of Contact

Points of Contact

Current Record

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Mandatory Points of Contact

Accounts Receivable POC

Electronic Business POC

Title:

First Name: Laura

Middle Name:

Last Name: Manthey

US Phone: (b) (6)

Extension:

NON US Phone:

Notes:

Address Line 1: 1200 Gene Bolton Dr

Address Line 2:

City: Suffolk

State/Province: VA

Country: UNITED STATES

ZIP/Postal Code: 23434

Government Business POC

Title: Mrs.

First Name: Laura

Middle Name:

Last Name: Manthey

US Phone: (b) (6)

Extension:

NON US Phone:

Notes:

Address Line 1:	1200 Gene Bolton Dr
Address Line 2:	Hangar 7
City:	Suffolk
State/Province:	VA
Country:	UNITED STATES
ZIP/Postal Code:	23434

Optional Points of Contact

Electronic Business Alternate POC

Title:	Mrs.
First Name:	LAURA
Middle Name:	
Last Name:	Manthey
US Phone:	(b) (6)
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	2224 KINDLING HOLLOW RD
Address Line 2:	
City:	VIRGINIA BEACH
State/Province:	VA
Country:	UNITED STATES
ZIP/Postal Code:	23456

Government Business Alternate POC

Title:	Mrs
First Name:	Laura
Middle Name:	
Last Name:	Manthey
US Phone:	(b) (6)
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	2224 KINDLING HOLLOW RD
Address Line 2:	
City:	VIRGINIA BEACH
State/Province:	VA
Country:	UNITED STATES
ZIP/Postal Code:	23456

Past Performance POC

Title: Mrs

First Name: Mikel

Middle Name:

Last Name: Manthey

US Phone: (b) (6)

Extension:

NON US Phone:

Notes:

Address Line 1: 2224 Kindling Hollow rd

Address Line 2:

City: virginia beach

State/Province: VA

Country: UNITED STATES

ZIP/Postal Code: 23456

Past Performance Alternate POC

Title: Mrs

First Name: Laura

Middle Name:

Last Name: Manthey

US Phone: (b) (6)

Extension:

NON US Phone:

Notes:

Address Line 1: 2224 Kindling Hollow rd

Address Line 2:

City: virginia beach

State/Province: VA

Country: UNITED STATES

ZIP/Postal Code: 23456

Party Performing Certification POC



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ARNE Aviation, LLC

DUNS: 025878418

CAGE Code: 88JS7

Status: Active

Expiration Date: 04/21/2021

Purpose of Registration: All Awards

1200 Gene Bolton Dr

Suffolk, VA, 23434-8657

UNITED STATES

Points of Contact

Points of Contact

Current Record

[VIEW HISTORICAL RECORD](#)

Mandatory Points of Contact

Accounts Receivable POC

Electronic Business POC

Title: Ms.

First Name: Laura

Middle Name: A

Last Name: Manthey

US Phone: (b) (6)

Extension:

NON US Phone:

Notes:

Address Line 1: 1200 Gene Bolton Dr.

Address Line 2: Hangar 7

City: Suffolk

State/Province: VA

Country: UNITED STATES

ZIP/Postal Code: 23434

Government Business POC

Title: Ms.

First Name: Laura

Middle Name: A

Last Name: Manthey

US Phone: (b) (6)

Extension:

NON US Phone:

Notes:

Address Line 1:	1200 Gene Bolton Dr.
Address Line 2:	Hangar 7
City:	Suffolk
State/Province:	VA
Country:	UNITED STATES
ZIP/Postal Code:	23434

Optional Points of Contact

Past Performance POC	
Title:	Ms.
First Name:	Laura
Middle Name:	A
Last Name:	Manthey
US Phone:	(b) (6)
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	1200 Gene Bolton Dr.
Address Line 2:	Hangar 7
City:	Suffolk
State/Province:	VA
Country:	UNITED STATES
ZIP/Postal Code:	23434



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Entity Dashboard

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▸ [Core Data](#)

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▸ [Reps & Certs](#)

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▸ [Active Exclusions](#)

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▸ [Excluded Family Members](#)

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Skydive Suffolk Training Center LLC

DUNS: 006981727 CAGE Code: 83MF9

Status: Active

Expiration Date: 10/31/2020

Purpose of Registration: All Awards

1200 Gene Bolton Dr

Suffolk, VA, 23434-8657

UNITED STATES

Points of Contact

Points of Contact

Current Record

[VIEW HISTORICAL RECORD](#)

Mandatory Points of Contact

Accounts Receivable POC

Electronic Business POC

Title: Mrs.

First Name: Laura

Middle Name: A

Last Name: Manthey

US Phone: (b) (6)

Extension:

NON US Phone:

Notes:

Address Line 1: 1200 Gene Bolton Dr

Address Line 2: Hangar 9

City: Suffolk

State/Province: VA

Country: UNITED STATES

ZIP/Postal Code: 23434

Government Business POC

Title: Mrs.

First Name: Laura

Middle Name:

Last Name: Manthey

US Phone: (b) (6)

Extension:

NON US Phone:

Notes:

Address Line 1:	1200 Gene Bolton Dr
Address Line 2:	Hangar 9
City:	Suffolk
State/Province:	VA
Country:	UNITED STATES
ZIP/Postal Code:	23434

Optional Points of Contact



IBM-P-20200424-1037
WWW2

- | | | |
|--------------------------------|--------------------------------|-----------------------------|
| Search Records | Disclaimers | FAPIS.gov |
| Data Access | Accessibility | GSA.gov/IAE |
| Check Status | Privacy Policy | GSA.gov |
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State Corporation Commission

Clerk's Information System

Entity Information

Entity Name: ARNE Freefall Solutions, LLC	Entity ID: S3889740
Entity Type: Limited Liability Company	Entity Status: Active
Formation Date: 01/02/2012	Reason for Status: Active
VA Qualification Date: 01/02/2012	Status Date: 01/02/2012
Industry Code: 0 - General	Period of Duration: Perpetual
Jurisdiction: VA	Annual Report Due Date: N/A
Registration Fee Due Date: Not Required	Charter Fee: N/A

Registered Agent Information

RA Type: Individual	Locality: VIRGINIA BEACH CITY
RA Qualification: Member of the Virginia State Bar	
Name: DAVID C JOHNSON	Registered Office Address: 780 LYNNHAVEN PARKWAY, SUITE 220, VIRGINIA BEACH, VA, 23452 - 0000, USA

Principal Office Address

Address: 1200 GENE BOLTON DR, HANGAR 7,
SUFFOLK, VA, 23434 - 0000, USA

State Corporation Commission

Clerk's Information System

Entity Information

Entity Information

Entity Name: ARNE Aviation, LLC	Entity ID: S5919974
Entity Type: Limited Liability Company	Entity Status: Active
Formation Date: 12/14/2015	Reason for Status: Active
VA Qualification Date: 12/14/2015	Status Date: 01/15/2019
Industry Code: 0 - General	Period of Duration: Perpetual
Jurisdiction: VA	Annual Report Due Date: N/A
Registration Fee Due Date: Not Required	Charter Fee: N/A

Registered Agent Information

RA Type: Individual	Locality: VIRGINIA BEACH CITY
RA Qualification: Member of the Virginia State Bar	
Name: DAVID CARL JOHNSON	Registered Office Address: 780 LYNNHAVEN PARKWAY, SUITE 220, VIRGINIA BEACH, VA, 23452 - 0000, USA

State Corporation Commission

Clerk's Information System

Entity Information

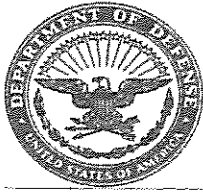
Entity Name: SKYDIVE SUFFOLK TRAINING CENTER LLC	Entity ID: S4388353
Entity Type: Limited Liability Company	Entity Status: Active
Formation Date: 01/27/2013	Reason for Status: Active
VA Qualification Date: 01/27/2013	Status Date: 01/27/2013
Industry Code: 0 - General	Period of Duration: Perpetual
Jurisdiction: VA	Annual Report Due Date: N/A
Registration Fee Due Date: Not Required	Charter Fee: N/A

Registered Agent Information

RA Type: Individual	Locality: VIRGINIA BEACH CITY
RA Qualification: Member of the Virginia State Bar	
Name: DAVID C JOHNSON	Registered Office Address: 780 LYNNHAVEN PARKWAY, SUITE 220, VIRGINIA BEACH, VA, 23452 - 0000, USA

Principal Office Address

Address: 1200 GENE BOLTON DR, HANGAR 9,
SUFFOLK, VA, 23434 - 0000, USA



DEPARTMENT OF THE NAVY
OFFICE OF THE GENERAL COUNSEL
720 KENNON STREET SE RM 214
WASHINGTON NAVY YARD DC 20374-5012

May 18, 2020

VIA FIRST CLASS AND CERTIFIED MAIL -- RETURN RECEIPT REQUESTED

ARNE Freefall Solutions, LLC
ARNE Aviation, LLC
Skydive Suffolk Training Center, LLC
Attention: (b) (6)
1200 Gene Bolton Drive
Suffolk, VA 23434-8657

SUBJECT: NOTICE OF SUSPENSION

Dear (b) (6)

The Department of the Navy (DON) is suspending ARNE Freefall Solutions, LLC (ARNE),¹ ARNE Aviation, LLC (Aviation),² and Skydive Suffolk Training Center, LLC (Skydive)³ (collectively, the Named Parties) from Federal Government contracting and from directly or indirectly receiving the benefits of Federal assistance programs. This suspension is in accordance with the policies and procedures governing debarment and suspension in Subpart 9.4 of the Federal Acquisition Regulation (FAR), as supplemented by Department of Defense FAR Supplement (DFARS) Subpart 209.4 and Appendix H.⁴

INFORMATION IN THE ADMINISTRATIVE RECORD⁵

There is adequate evidence in the Administrative Record (AR) to establish that:

1. The Named Parties are incorporated in Virginia⁶ and registered in the System for Award Management.⁷
2. On or about January 2012, your husband, (b) (6) incorporated ARNE as a skydiving and military free-fall services business based out of Suffolk, Virginia.⁸

¹ DUNS: 078355285; CAGE Code: 6MRQ1.

² DUNS: 025878418; CAGE Code: 88JS7.

³ DUNS: 006981727; CAGE Code: 83MF9.

⁴ Copies of these regulations and 2 C.F.R. Part 1125 are available on the following websites, respectively: www.acquisition.gov/far/; www.acq.osd.mil/dpap/dars/; and www.ecfr.gov. If you do not have internet access, hard copies will be provided at your request.

⁵ A copy of the AR will be furnished upon request.

⁶ Virginia Secretary of State, State Corporation Commission, Clerk's Information System entity information for ARNE, Aviation, and Skydive, May 14, 2020.

⁷ System for Award Management entity information for ARNE, Aviation, and Skydive, May 13, 2020.

⁸ Statement of Facts, *U.S. vs. (b) (6)*, No. 2:19-cr-00087-RGD-DEM (E.D. Va. June 17, 2019).

3. On December 17, 2013, (b) (6) sent one email referencing purchase orders 305291 and 30592, then another email stating that ARNE “will be able to deliver in Jan.”⁹ (b) (6) sent a signed delivery confirmation via email on January 15, 2014, referencing “ARNE DO 305291” for the sale of 20 “MT-2xx” parachute systems.¹⁰ Neither (b) (6) nor ARNE, nor any business represented by (b) (6) ever delivered any “MT-2XX” parachute systems to the DON. Even without meeting the purchase order requirements, on January 24, 2014, (b) (6) received and deposited a check for \$451,263 for purchase orders 305291 and 30592.¹¹ Ultimately, the DON paid ARNE \$1,434,701.50 for parachute equipment, but received only a fraction of the goods ordered.¹²
4. On June 14, 2019, an Amended Criminal Information (Information) was filed in the United States District Court for the Eastern District of Virginia charging Manthey, Jr. with one count of Conspiracy to Commit an Offense against the United States, in violation of 18 U.S.C. § 371.¹³ On June 17, 2019, (b) (6) entered into a plea agreement in which he agreed to plead guilty to the charge in the Information.¹⁴
5. On February 14, 2020, my predecessor suspended (b) (6) from Federal government contracting and from directly or indirectly receiving the benefits of Federal assistance programs pending completion of the Government’s legal proceedings.¹⁵

BASIS FOR SUSPENSION

1. The FAR provides that agencies “shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only.” FAR § 9.402(a). To be determined responsible, a prospective contractor must have a “satisfactory record of integrity and business ethics.” FAR § 9.104-1(d).
2. For purposes of suspension and debarment, the definition of a “contractor” includes any individual that “conducts business, or reasonably may be expected to conduct business, with the Government as an agent or representative of another contractor.” FAR § 9.403.
3. Suspension is a serious action to be imposed on the basis of adequate evidence, pending the completion of investigation or legal proceedings, when it has been determined that immediate action is necessary to protect the Government’s interest. FAR § 9.407-1(b)(1). An indictment for the causes specified in FAR § 9.407-2(a) constitutes adequate evidence for suspension. FAR § 9.407-2(b).
4. Affiliates may also be suspended or debarred. FAR §§ 9.406-1(b), 9.407-1(c). Business concerns, organizations, or individuals are affiliates if, directly or indirectly, either one

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

¹⁴ Plea Agreement, *U.S. vs. (b) (6)*, No. 2:19-cr-00087-RGD-DEM (E.D. Va. June 17, 2019).

¹⁵ Department of the Navy Notice of Suspension, (b) (6) February 14, 2020.

controls or has the power to control the other or a third party controls or has the power to control both. FAR § 9.403.

5. The fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval, or acquiescence. FAR §§ 9.407-5, 9.406-5.

FINDINGS

1. Government Contractors. The Named Parties meet the FAR § 9.403 definition of a contractor.
2. Affiliates. Based on my review of the AR, I have determined that the Named Parties are affiliates of (b) (6) based upon the indicia of control, identity of interest among family members, shared facilities and shared equipment between the Named Parties. Since (b) (6) was in a position, or had the ability to control the behavior of the Named Parties, the AR supports the suspension of the Named Parties as "affiliates" pursuant to FAR 9.403.
 - a. ARNE. (b) (6) and ARNE are affiliates because he controlled ARNE as owner and president. (b) (6) registered ARNE as a limited liability company in 2012,¹⁶ and sold 100% of his interest in ARNE to you on May 1, 2019, for one dollar.¹⁷ After the sale of this company, the mailing address for ARNE remains 1200 Gene Bolton Drive, Suffolk, Virginia, and (b) (6) is currently listed as a Point of Contact for ARNE.¹⁸ The second point of contact address for ARNE, 2224 Kindling Hollow Road, Virginia Beach, Virginia,¹⁹ which is where this office sent the Notice of Suspension to (b) (6) Jr.²⁰ There is a retained identity of interest in ARNE between you and your husband (b) (6).
 - b. Aviation. (b) (6) and Aviation are affiliates because there is a retained identity of interest in Aviation between you and your husband. This is evidenced by the mailing address for Aviation, which is the same address as ARNE, 1200 Gene Bolton Drive, Suffolk, VA, 23434,²¹ providing adequate evidence that facilities and equipment are shared between ARNE and Aviation.
 - c. Skydive. (b) (6) and Skydive are affiliates because he controlled Skydive as owner and president. After (b) (6) sold 100% of his interest in Skydive to you on January

¹⁶ Virginia Secretary of State, State Corporation Commission, Clerk's Information System entity information for ARNE, Aviation, and Skydive, May 14, 2020.

¹⁷ Assignment of Membership Interest by and between (b) (6) Assignor, and (b) (6) Assignee, May 24, 2019.

¹⁸ System for Award Management entity information for ARNE, Aviation, and Skydive, May 13, 2020.

¹⁹ *Id.*

²⁰ Department of the Navy Notice of Suspension, (b) (6), February 14, 2020.

²¹ System for Award Management entity information for ARNE, Aviation, and Skydive, May 13, 2020.

1, 2015, for one dollar,²² the mailing address for Skydive remained 1200 Gene Bolton Drive, Suffolk, Virginia,²³ providing adequate evidence that facilities and equipment are shared between ARNE and Skydive. There is a retained identity of interest in Skydive between you and your husband (b) (6)

3. Imputation. (b) (6) serious criminal misconduct may be imputed to ARNE because it occurred in connection with his performance of duties for or on behalf of the organization.
4. Immediate Action Necessary. (b) (6) was charged with, and pled guilty to a criminal act. He was suspended from government contracting pending the completion of legal proceedings against him. His criminal conduct clearly demonstrates a lack of integrity and business ethics and, thus, a lack of present responsibility. Because there is a retained identity of interest between (b) (6) and the Named Parties, contracting with the Named Parties risks the possibility that (b) (6) would employ the Named Parties to engage in the same or similar criminal activity in the future. To adequately address this risk, it is necessary to extend (b) (6) suspension to the Named Parties. Based on the AR before me, I find that immediate action is necessary to protect the Government's interests.

DECISION

Based on the foregoing, the Named Parties are suspended effective this date. The suspension is temporary pending completion of the Government's legal proceedings.

EFFECT OF THE SUSPENSION

As a result of being suspended, the Named Parties and any known d/b/a have been listed in the System for Award Management (SAM) Exclusions database, a web-based system operated by the General Services Administration. The SAM contains the names and addresses of all contractors debarred, suspended, proposed for debarment or declared ineligible for Government contracts by any agency of the Federal Government. You may access the SAM at www.sam.gov.

As provided by FAR § 9.405 and 2 C.F.R. Part 1125, the effects of the Named Parties listing in the SAM include:

1. Throughout the Executive Branch of the Federal Government, offers will not be solicited from the Named Parties, contracts will not be awarded to the Named Parties, task orders will not be issued to the Named Parties, and the Named Parties' existing contracts will not be renewed or otherwise extended unless the head of the agency or a designee states in writing a compelling reason to do so.
2. The Named Parties are excluded from conducting business with the Government as an agent or representative of other contractors.

²² Bill of Sale between (b) (6) ARNE Managing Member, and (b) (6) Purchaser, January 1, 2015.

²³ System for Award Management entity information for ARNE, Aviation, and Skydive, May 13, 2020.

3. No Government contractor may award the Named Parties a subcontract in excess of \$35,000 unless there is a compelling reason to do so and the contractor first notifies the contracting officer and further complies with the provisions of FAR § 9.405-2(b).
4. The Named Parties are excluded from participating in Federal nonprocurement transactions as defined in FAR § 9.403. Examples include grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurance, payments for specified use and donation agreements.
5. The Named Parties are excluded from acting as an individual surety.

Within thirty calendar days after receipt of this notice, the Named Parties may submit, through a representative, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over material facts. Timely written submissions will be added to the AR.²⁴

Communications regarding this matter should be directed to (b) (6) Attorney, Acquisition Integrity Office, 720 Kennon St. SE, Bldg. 36, Rm. 214, Washington Navy Yard, DC 20374-5012; (b) (6) Electronic submission of material by e-mail is strongly encouraged, provided you confirm receipt.

(b) (6)

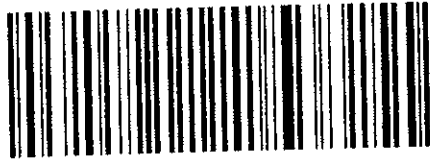
Suspending and Debarring Official

Copy to:

(b) (6)

²⁴ ARs are subject to release to third parties under the Freedom of Information Act. Materials that you consider to be proprietary, that include attorney-client privileged information, or that would otherwise be exempted from release under the Freedom of Information, Act should be appropriately marked. These materials will be protected from release to the extent permitted by law, regulation, and policy.

OF THE RETURN TO SENDER
CERTIFIED MAIL®



7018 1130 0000 2982 7867

ARNE AVIATION, LLC
ATTENTION: (b) (6)
1200 GENE BOLTON DRIVE
SUFFOLK, VA 23434

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. (b) (6)
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ARNE AVIATION, LLC
ATTENTION (b) (6)
1200 GENE BOLTON DRIVE
SUFFOLK, VA 23434



2. Article Number (Transfer from service label)

7018 1130 0000 2982 7867

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Address
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restr Delivery |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Insured Mail (over \$500) | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

CERTIFIED MAIL



7018 1130 0000 2982 7874

ARNE FREFALL SOLUTIONS, LLC
ATTENTION (b) (6)
1200 GENE BOLTON DRIVE
SUFFOLK, VA 23434

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ARNE PREFALL SOLUTIONS LLC
ATTENTION (b) (6)
1200 GENE BOLTON DRIVE
SUFFOLK, VA 23434



2. Article Number (Transfer from service label)

7018 1130 0000 2982 7874

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
- ☐ Priority Mail Express®
 - ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery (over \$500)
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SKYDIVE SUFFOLK TRAINING CENTER, LLC
ATTENTION: LAURA MANTHEY
1200 GENE BOLTON DRIVE
SUFFOLK, VA 23434



2. Article Number (Transfer from carrier label)

7018 1130 0000 2982 7850

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
(b) (6) ☐ Addressee
B. Registered Mail Restricted Mail
(b) (6) C. Date of Delivery 5-22-2012
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Subj: Case No. 2005-12314 — Skydive Suffolk Training Center, LLC

On 5/25/2020, the SDO approved this Suspension after reviewing the following documents in the Administrative Record:

<u>Tab</u>	<u>Document Name</u>	<u>Date</u>
1.	VA Sec of State ARNE-Aviation-Skydive	5/14/2020
2.	SAM ARNE-Aviation-Skydive	5/13/2020
3.	(b) (6)	2/14/2020
4.	(b) (6) Plea Agreement	6/17/2019
5.	(b) (6) Statement of Facts	6/17/2019
6.	ARNE Freefall Purchase Agreement	5/24/2019
7.	Skydive Suffolk Sale Agreement	1/1/2015

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. (b) (6)
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ARNE AVIATION, LLC
ATTENTION (b) (6)
1200 GENE BOLTON DRIVE
SUFFOLK, VA 23434



2. Article Number (transfer from service label)

7018 1130 0000 2982 7867

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature (b) (6)	<input type="checkbox"/> Agent
B. Received by (Printed Name) (b) (6)	<input type="checkbox"/> Addressee
C. Date of Delivery 5-22-12	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, enter delivery address below:	

3. Service Type	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation†
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation†
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt

UNITED STATES DISTRICT COURT
Eastern District of Virginia
Norfolk Division

UNITED STATES OF AMERICA

v.

Case Number: 2:19CR00087-001

USM Number: 93498-083

Defendant's Attorney: (b) (6)

Defendant.

JUDGMENT IN A CRIMINAL CASE

The defendant pleaded guilty to Count 1 of the Criminal Information.

Accordingly, the defendant is adjudged guilty of the following counts involving the indicated offenses.

<u>Title and Section</u>	<u>Nature of Offense</u>	<u>Offense Class</u>	<u>Offense Ended</u>	<u>Count</u>
18 U.S.C. 371	Conspiracy to Commit Wire Fraud	Felony	June 2014	1

As pronounced on July 6, 2020, the defendant is sentenced as provided in pages 2 through 6 of this Judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

It is ORDERED that the defendant shall notify the United States Attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States Attorney of material changes in economic circumstances.

Signed this 7 day of July, 2020.

(b) (6)

(b) (6) States District Judge
Senior United States District Judge

Case Number: 2:19CR00087-001

Defendant's Name: (b) (6)

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a term of **TWELVE (12) MONTHS AND ONE (1) DAY**.

The Court makes the following recommendations to the Bureau of Prisons:

- 1) The defendant shall be committed to a minimum-security institution.

The defendant shall surrender for service of the sentence at the institution designated by the United States Marshal before **2:00 p.m.** on **August 21, 2020**, as notified by the U.S. Marshal.

If for any reason the defendant is not notified by the United States Marshal or the Bureau of Prisons of the institution designated, the defendant shall report to the United States Marshal at 600 Granby Street, Norfolk, VA, by **2:00 p.m.** on **August 21, 2020**, to begin service of the sentence.

RETURN

I have executed this judgment as follows: _____

Defendant delivered on _____ to _____
at _____, with a certified copy of this Judgment.

UNITED STATES MARSHAL

By

DEPUTY UNITED STATES MARSHAL

Case Number: 2:19CR00087-001

Defendant's Name: (b) (6)

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of **THREE (3) YEARS**.

The Probation Office shall provide the defendant with a copy of the standard conditions and any special conditions of supervised release.

The defendant shall report in person to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another federal, state or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release on supervised release and at least two periodic drug tests thereafter, as may be directed by the probation officer.

The defendant shall not possess a firearm, ammunition, destructive device, or any other dangerous weapon.

If this judgment imposes a fine or restitution obligation, it is a condition of supervised release that the defendant pay any such fine or restitution in accordance with the Schedule of Payments set forth in the Criminal Monetary Penalties sheet of this judgment.

STANDARD CONDITIONS OF SUPERVISION

The defendant shall comply with the standard conditions that have been adopted by this court set forth below:

- 1) the defendant shall not leave the judicial district without the permission of the court or probation officer;
- 2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;
- 3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 4) the defendant shall support his or her dependents and meet other family responsibilities;
- 5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;
- 6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;
- 7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any narcotic or other controlled substance or any paraphernalia related to such substances, except as prescribed by a physician;
- 8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;
- 10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;
- 11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
- 12) the defendant shall not enter into any agreement to act as an informer for a special agent of a law enforcement agency without the permission of the court;
- 13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

Case Number: 2:19CR00087-001

Defendant's Name: (b) (6)

SPECIAL CONDITIONS OF SUPERVISION

While on supervised release pursuant to this Judgment, the defendant shall also comply with the following additional special conditions:

- 1) The defendant shall pay for the support of his children in the amount ordered by any social service agency or court of competent jurisdiction.

Case Number: 2:19CR00087-001

Defendant's Name: (b) (6)

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the Schedule of Payments on Sheet 6.

	<u>Count</u>	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
	1	\$100.00	\$0.00	\$0.00
TOTALS:		\$100.00	\$0.00	\$0.00

FINES

No fines have been imposed in this case.

RESTITUTION

The defendant has paid the restitution to the United States.

FORFEITURE

SEE Consent Order of Forfeiture entered by the Court on July 6, 2020.

Case Number: 2:19CR00087-001

Defendant's Name: (b) (6)

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

The special assessment shall be due in full immediately.

Nothing in the court's order shall prohibit the collection of any judgment, fine, or special assessment by the United States.

This judgment imposes a period of imprisonment and payment of criminal monetary penalties shall be due during the period of imprisonment. All criminal monetary penalty payments are to be made to the Clerk, United States District Court, except those payments made through the Bureau of Prisons' Inmate Financial Responsibility Program.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

Payments shall be applied in the following order: (1) assessment (2) restitution principal (3) restitution interest (4) fine principal (5) fine interest (6) community restitution (7) penalties and (8) costs, including cost of prosecution and court costs.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**

Norfolk Division

UNITED STATES OF AMERICA

v.

(b) (6)

Defendant.

)
)
)
)
)
)
)

CRIMINAL NO. 2:19CR87

CONSENT ORDER OF FORFEITURE

BASED UPON the defendant's plea agreement with the United States, and FINDING that the requisite nexus exists between the property listed below, in which the defendant has an interest, and the offense(s) to which the defendant has pled guilty, IT IS HEREBY ORDERED pursuant to Federal Rule of Criminal Procedure 32.2 that:

1. The following property is forfeited to the United States pursuant to 18 U.S.C. § 981(a)(1)(C) as incorporated 28 U.S.C. § 2461(c):

A sum of money in the amount of \$920,701.50 which represents the proceeds of the offense obtained by the defendant and which sum shall constitute a monetary judgment against the defendant in favor of the United States.

2. As a result of the acts and omissions by the defendant, the defendant agrees that and Court finds that one or more of the criteria set forth in 21 U.S.C. §853(p)(1) are present here and the United States may seek forfeiture of any other property of the defendant up to the amount set out above pursuant to § 853(p).

3. This forfeiture order shall be included in the judgment in this case pursuant to Fed. R. Crim. P. 32.2(b)(4). The defendant agrees not to file or interpose any claim to the property listed herein, in whole or in part, in any proceedings or manner whatsoever.

4. The defendant hereby waives the requirements of Federal Rules of Criminal Procedure 11(b)(1)(J), 32.2, and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment, and consents to the entry of this order.

5. Pursuant to Fed. R. Crim. P. 32.2(b)(3), upon entry of this order, the United States is hereby authorized to conduct any appropriate discovery for the purpose of identifying, locating, or disposing of property subject to forfeiture.

Dated this 16 day of July 2020.

(b) (6)
Senior United States District Judge
UNITED STATES DISTRICT JUDGE

I ask for this:

(b) (6)

United States Attorney

By:

(b) (6)

Assistant United States Attorney
United States Attorney Office
Attorney for the United States
101 West Main Street, Suite 8000
Norfolk, Virginia 23510
Office Number: (b) (6)
Facsimile Number: (b) (6)
Email Address: (b) (6)

Seen and Agreed

(b) (6)

Defendant

By:

(b) (6)

By:

(b) (6)

Counsel for Defendant

(b) (6)

PC

juB

109 East Main Street, Suite 413
Norfolk, VA 23510

Office Number: (b) (6)

Facsimile Number: (b) (6)

Email Address: (b) (6)



DEPARTMENT OF THE NAVY
OFFICE OF THE GENERAL COUNSEL
720 KENNON STREET SE RM 214
WASHINGTON NAVY YARD DC 20374-5012

July 9, 2020

VIA EMAIL ONLY

(b) (6)

TowneBank Building
109 E. Main Street Ste. 413
Norfolk, Va. 23510

Email Copy to: (b) (6)

SUBJECT: REQUEST TO TERMINATE SUSPENSION

Dear (b) (6):

On February 20, 2020, my predecessor suspended your client, (b) (6) and on May 19, 2020, I suspended your clients ARNE Freefall Solutions, LLC (ARNE), ARNE Aviation, LLC (Aviation), and Skydive Suffolk Training Center, LLC (Skydive) (collectively, the Named Parties) from Government contracting and from directly or indirectly receiving the benefits of Federal assistance programs. The suspensions are temporary pending completion of the Government's legal proceedings.

BACKGROUND

On June 14, 2019, an Amended Criminal Information (Information) was filed in the United States District Court for the Eastern District of Virginia charging Manthey Jr. with one count of Conspiracy to Commit Wire Fraud, in violation of 18 U.S.C. § 371.¹ On June 17, 2019, (b) (6) entered into a plea agreement in which he agreed to plead guilty to the charge in the Information.²

REQUEST TO TERMINATE SUSPENSION

You submitted a request to terminate the suspensions of the Named Parties, dated June 8, 2020, asserting that the attached documentation clearly demonstrates that (b) (6) no longer owns, manages, or is any way involved with the Named Parties.

STANDARD OF REVIEW

Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official. FAR § 94.07-4(a).

¹ Amended Criminal Information, *U.S. vs. (b) (6)*, No. 2:19-cr-00087-RGD-DEM (E.D. Va. June 14, 2019).

² Plea Agreement, *U.S. vs. (b) (6)*, No. 2:19-cr-00087-RGD-DEM (E.D. Va. June 17, 2019).

Pursuant to FAR § 9.407-3(d)(3), the suspending official may modify, terminate, or leave in force a suspension for the reasons outlined in FAR § 9.406-4(c), which include: (1) newly discovered material evidence; (2) dismissal of the indictment or information upon which the suspension was based; (3) bona fide change in ownership or management; (4) elimination of other causes for which the suspension was imposed; or (5) other reasons the suspending official deems appropriate.

ANALYSIS

The legal proceedings that form the basis for the suspensions of the Named Parties are not in dispute or contested by you. As you acknowledged in your July 7, 2020, email, the Court recently sentenced (b) (6) to imprisonment for twelve months at a minimum-security institution for his conviction of conspiracy to Commit Wire Fraud.³

Your June 8, 2020, letter and its attachments (Submission) provided conclusive documentation that (b) (6) never owned or operated Skydive. It is also clear that Aviation began as a joint venture between (b) (6), but since May 24, 2019, (b) (6) alone has owned and managed both Aviation and ARNE. A number of credible individuals directly associated with ARNE have affirmed that (b) (6) has not managed or directed any activities at this organization since May 2019. Although (b) (6) criminal misconduct is clearly imputed to ARNE, the Submission provides adequate evidence of mitigating factors and remedial measures implemented by (b) (6) at ARNE to ensure that this type of misconduct will not reoccur.

FINDINGS

Having reviewed your request and the entire AR, I find that your Submission provides adequate justification to support terminating the suspensions of the Named Parties.

DECISION

Based on the foregoing, I am terminating the suspensions of the Named Parties.

(b) (6)
Suspending and Debarring Official

³ Judgement in a Criminal Case, *U.S. vs. (b) (6)*, No. 2:19-cr-00087-RGD-DEM (E.D. Va. July 7, 2020).

Subj: Case No. 2002-12201 — (b) (6)

On 10/14/2020, the SDO approved this Proposed Debarment after reviewing the following documents in the Administrative Record:

<u>Tab</u>	<u>Document Name</u>	<u>Date</u>
1.	(b) (6)	7/7/2020
2.	(b) (6) Consent Order of Forfeiture	7/7/2020
3.	CGCSigned (b) (6)	4/13/2020
4.	CGCMailedOut (b) (6)	2/20/2020
5.	(b) (6)	2/14/2020
7.	Plea Agreement	6/17/2019
8.	Statement of Facts	6/17/2019
9.	Amended Criminal Information	6/14/2019



DEPARTMENT OF THE NAVY
OFFICE OF THE GENERAL COUNSEL
720 KENNON STREET SE, BLDG 36, RM 214
WASHINGTON NAVY YARD, DC 20374-5012

October 14, 2020

VIA FIRST CLASS AND CERTIFIED MAIL -- RETURN RECEIPT REQUESTED

(b) (6)

SUBJECT: NOTICE OF PROPOSED DEBARMENT

Dear (b) (6):

I am proposing to debar you from Federal Government contracting and from directly or indirectly receiving the benefits of Federal assistance programs. This action is in accordance with the policies and procedures governing debarment and suspension in Subpart 9.4 of the Federal Acquisition Regulation (**FAR**), as supplemented by Department of Defense FAR Supplement Subpart 209.4, Class Deviation 2020-O0014, and Appendix H.¹

INFORMATION IN THE ADMINISTRATIVE RECORD

A preponderance of the evidence in the Administrative Record establishes that:

1. On June 14, 2018, an Amended Criminal Information was filed in the United States District Court for the Eastern District of Virginia charging you with one count of Conspiracy to Commit Wire Fraud, in violation of 18 U.S.C. § 371.² On June 17, 2019, you entered into a plea agreement in which you agreed to plead guilty to the charge in the Information.³
2. On February 7, 2020, the Department of the Navy (**DON**) suspended you from Federal Government contracting and advised of your opportunity to submit information and argument in opposition to the suspension. You did not do so.
4. On July 7, 2020, the Court sentenced you to imprisonment for twelve months and one day and three years' probation upon release. It also ordered you to pay a special assessment of \$100.00⁴ and to forfeit \$920,701.50.⁵

¹ Copies of these regulations and 2 C.F.R. Part 1125 are available on the following websites, respectively: www.acquisition.gov/far/; www.acq.osd.mil/dpap/dars/; and www.ecfr.gov. Hard copies will be provided upon request.

² *Id.*

³ Plea Agreement, *U.S. vs. (b) (6)*, No. 2:19-cr-00087-RGD-DEM (E.D. Va. June 17, 2019).

⁴ Judgment, *U.S. vs. (b) (6)*, No. 2:19-cr-00087-RGD-DEM (E.D. Va. July 7, 2020).

⁵ Consent Order of Forfeiture, *U.S. v. (b) (6)*, No. 2:19-cr-00087-RGD-DEM (E.D. Va. July 7, 2020).

ANALYSIS

1. Government Contractor. Given your knowledge and experience as the owner of a company that received Government subcontracts, it is reasonable to expect you to seek a position in the future as an agent or representative of a contractor conducting or seeking to conduct business with the Government. On that basis, I find that you meet the FAR § 9.403 definition of a contractor.
2. Basis for Proposed Debarment. Based upon my review of the Administrative Record, your criminal conviction is a cause for debarment pursuant to FAR § 9.406-2(a)(1).
3. Remedial Measures and Mitigating Factors. Pursuant to FAR § 9.406-1(a), I have considered whether there are any remedial measures or mitigating factors, and I do not find either in the Administrative Record.
4. Government Interest. The Court convicted you for participating in a criminal conspiracy that targeted the DON, and used fraudulent documentation allowing you to receive and deposit almost \$1.5M for undelivered goods. This serious misconduct is clear evidence of a lack of integrity and business ethics, and calls into question your present responsibility. If the Government were to conduct business with you in the future, it could have no confidence that you would not again engage in criminal activity. Given the nature and extent of your misconduct and the absence of any significant remedial measures or mitigating factors, it is in the Government's interest that you be debarred.

CONCLUSION

Based on the foregoing, you are proposed for debarment, effective this date.

EFFECT OF THE PROPOSED DEBARMENT

As a result of this proposed debarment, you have been listed in the System for Award Management (**SAM**) Exclusions database, which is a web-based system administered by the General Services Administration that contains the names and addresses of all contractors that are debarred, suspended, proposed for debarment, or declared ineligible for Government contracts by any agency of the Federal Government. You may access the SAM at www.sam.gov.

As provided by FAR § 9.405 and 2 C.F.R. Part 1125, the effects of your listing in the SAM include:

1. Throughout the Executive Branch of the Federal Government, offers will not be solicited from you, contracts will not be awarded to you, task orders will not be issued to you, and your existing contracts will not be renewed or otherwise extended unless the head of the agency or a designee states in writing a compelling reason to do so.
2. You are excluded from conducting business with the Government as an agent or

representative of other contractors.

3. Government contractor may award you a subcontract in excess of \$35,000 unless there is a compelling reason to do so and the contractor first notifies the contracting officer and further complies with the provisions of FAR § 9.405-2(b).
4. You are excluded from participating in Federal nonprocurement transactions as defined in FAR § 9.403. Examples include grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurance, payments for specified use, and donation agreements.
5. You are excluded from acting as an individual surety.

My decision whether to debar you will take into consideration the facts and information noted in the Administrative Record.⁶ If debarment is imposed, the limitations described in FAR § 9.405 and 2 C.F.R. Part 1125 (summarized in paragraphs 1 through 5 above) will continue to apply, and your name and any known aliases will remain in the SAM for the period specified.

Within thirty calendar days after receipt of this Notice, you may submit in person, in writing via mail or email, or through a representative information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over material facts. Timely written submissions will be added to the Administrative Record.⁷ In person presentations to address genuine disputes of material fact raised in written submissions, or as otherwise appropriate, may be required via teleconference or video-conference.

Electronic submission of material by email is encouraged with confirmation of receipt. Communications regarding this matter should be directed to (b) (6), Attorney, Acquisition Integrity Office, 720 Kennon St. SE, Bldg. 36, Rm. 214, Washington Navy Yard, DC 20374-5012; (b) (6)

(b) (6)

Suspending and Debarring Official
Assistant General Counsel
(Acquisition Integrity)

⁶ A copy of the Administrative Record will be furnished electronically upon request. Hard copies may be provided as an alternative. Electronic confirmation of receipt of the Administrative Record is requested.

⁷ Administrative Records are subject to release to third parties under the Freedom of Information Act. Materials that you consider to be proprietary, that include attorney-client privileged information, or that would otherwise be exempted from release under the Freedom of Information Act should be appropriately marked. These materials will be protected from release to the extent permitted by law, regulation, and policy.

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



7018 1130 0000 2982 7072

(b) (6)

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3 (b) (6)
 Print your name and address on the reverse
 so that we can return the card to you.
 Attach this card to the back of the mailpiece,
 or on the front if space permits.
 Article Addressed to:

(b) (6)

COMPLETE THIS SECTION ON DELIVERY

A. Signature		<input type="checkbox"/> Agent
X		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes		
If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail-Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	



Article Number (transfer from service label)

18 1130 0000 2982 7072

Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt